

1
2
3
4
5
6
7
8 **UNITED STATES DISTRICT COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA**
10

11 RACHAEL ROBERTS and MICHAEL
12 FUSON, individuals,

13 Plaintiffs,

14 v.

15 CITY OF NEWPORT BEACH;
16 OFFICER B. SANCHEZ #1602;
17 OFFICER T. EISENHAUER #1526;
18 OFFICER D. MAISANO #1324;
19 OFFICER P. FITLE #1601; OFFICER S.
20 TORRES #1524; and DOES 1 through
10, inclusive,

Defendants.

Case No. 8:24-cv-00149-FWS-JDEx

**STIPULATED PROTECTIVE
ORDER**

21 Based on the parties' Stipulation and for good cause shown, the Court finds
22 and orders as follows.

23 **A. PURPOSES AND LIMITATIONS**

24 Discovery in this action is likely to involve production of confidential,
25 proprietary, or private information for which special protection from public
26 disclosure and from use for any purpose other than prosecuting this litigation may be
27 warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter
28 the following Stipulated Protective Order. The parties acknowledge that this Order

1 does not confer blanket protections on all disclosures or responses to discovery and
2 that the protection it affords from public disclosure and use extends only to the
3 limited information or items that are entitled to confidential treatment under the
4 applicable legal principles. The parties further acknowledge, as set forth in Section
5 12.3, below, that this Stipulated Protective Order does not entitle them to file
6 confidential information under seal; Local Civil Rule 79-5 sets forth the procedures
7 that must be followed and the standards that will be applied when a party seeks
8 permission from the Court to file material under seal.

9 **B. GOOD CAUSE STATEMENT**

10 This action involves the City of Newport Beach and sworn members of the
11 Newport Beach Police Department. Plaintiffs are seeking materials and information
12 that Defendant City of Newport Beach maintains as confidential, such as personnel
13 files of the police officers involved in the incident that is the subject of Plaintiffs'
14 complaint and Internal Affairs materials and information, video recordings, audio
15 recordings, photographs, and other administrative materials and information
16 currently in the possession of the Defendants and which the Defendants believe need
17 special protection from public disclosure and from use for any purpose other than
18 prosecuting this litigation.

19 This action is likely to involve the production of confidential records,
20 investigation information that may implicate private third party information,
21 materials protected by the Official Information Privilege, employment or financial
22 information, and confidential information relating to the Defendants and sworn peace
23 officers, for which special protection from public disclosure and from use for any
24 purpose other than prosecution of this action may be warranted.

25 Accordingly, to expedite the flow of information, facilitate the prompt
26 resolution of disputes over confidentiality of discovery materials, adequately protect
27 information the parties are entitled to keep confidential, ensure that the parties are
28 permitted reasonable necessary uses of such material in preparation for and in the

1 conduct of trial, address their handling at the end of the litigation, and serve the ends
2 of justice, a protective order for such information is justified in this Action. It is the
3 intent of the parties that information will not be designated as confidential for tactical
4 reasons and that nothing be so designated without a good faith belief that it has been
5 maintained in a confidential, non-public manner, and there is good cause why it
6 should not be part of the public record of this case.

7 This Stipulated Protective Order does not entitle the parties to file confidential
8 information under seal; Local Civil Rule 79-5 sets forth the procedures that must be
9 followed and the standards that will be applied when a party seeks permission from
10 the court to file material under seal. There is a strong presumption that the public has
11 a right of access to judicial proceedings and records in civil cases. In connection with
12 non-dispositive motions, good cause must be shown to support a filing under seal.
13 *See Kamakana v. City and County of Honolulu*, 447 F.3d 1172, 1176 (9th Cir. 2006),
14 *Phillips v. Gen. Motors Corp.*, 307 F.3d 1206, 1210-11 (9th Cir. 2002), *Makar-*
15 *Welbon v. Sony Electronics, Inc.*, 187 F.R.D. 576, 577 (E.D. Wis. 1999) (even
16 stipulated protective orders require good cause showing), and a specific showing of
17 good cause or compelling reasons with proper evidentiary support and legal
18 justification, must be made with respect to Protected Material that a party seeks to
19 file under seal. The parties' mere designation of Disclosure or Discovery Material as
20 CONFIDENTIAL does not— without the submission of competent evidence by
21 declaration, establishing that the material sought to be filed under seal qualifies as
22 confidential, privileged, or otherwise protectable—constitute good cause.

23 Further, if a party requests sealing related to a dispositive motion or trial, then
24 compelling reasons, not only good cause, for the sealing must be shown, and the
25 relief sought shall be narrowly tailored to serve the specific interest to be protected.
26 *See Pintos v. Pacific Creditors Ass'n.*, 605 F.3d 665, 677-79 (9th Cir. 2010). For
27 each item or type of information, document, or thing sought to be filed or introduced
28 under seal, the party seeking protection must articulate compelling reasons,

1 supported by specific facts and legal justification, for the requested sealing order.
2 Again, competent evidence supporting the application to file documents under seal
3 must be provided by declaration.

4 Any document that is not confidential, privileged, or otherwise protectable in
5 its entirety will not be filed under seal if the confidential portions can be redacted. If
6 documents can be redacted, then a redacted version for public viewing, omitting only
7 the confidential, privileged, or otherwise protectable portions of the document, shall
8 be filed. Any application that seeks to file documents under seal in their entirety
9 should include an explanation of why redaction is not feasible.

10 1. **DEFINITIONS**

11 1.1 **Action**: This pending federal lawsuit, *Rachael Roberts, et al v. City of*
12 *Newport Beach et al*; Case No. 8:24-cv-00149-FWS-JDEx.

13 1.2 **Challenging Party**: a Party or Non-Party that challenges the
14 designation of information or items under this Order.

15 1.3 **“CONFIDENTIAL” Information or Items**: information (regardless of
16 how it is generated, stored or maintained) or tangible things that qualify for
17 protection under Federal Rule of Civil Procedure 26(c), and as specified above in the
18 Good Cause Statement.

19 1.4 **Counsel**: Outside Counsel of Record and House Counsel (as well as
20 their support staff), including counsel of record for the parties to this civil litigation
21 and their support staff.

22 1.5 **Designating Party**: a Party or Non-Party that designates information or
23 items that it produces in disclosures or in responses to discovery as
24 “CONFIDENTIAL.”

25 1.6 **Disclosure or Discovery Material**: all items or information, regardless
26 of the medium or manner in which it is generated, stored, or maintained (including,
27 among other things, testimony, transcripts, and tangible things), that are produced or
28 generated in disclosures or responses to discovery in this matter.

1 1.7 **Expert**: a person with specialized knowledge or experience in a matter
2 pertinent to the litigation who has been retained by a Party or its counsel to serve as
3 an expert witness or as a consultant in this Action.

4 1.8 **House Counsel**: attorneys who are employees of a party to this Action.
5 House Counsel does not include Outside Counsel of Record or any other outside
6 counsel.

7 1.9 **Non-Party**: any natural person, partnership, corporation, association, or
8 other legal entity not named as a Party to this action.

9 1.10 **Outside Counsel of Record**: attorneys who are not employees of a
10 party to this Action but are retained to represent or advise a party to this Action and
11 have appeared in this Action on behalf of that party or are affiliated with a law firm
12 that has appeared on behalf of that party, and includes support staff.

13 1.11 **Party**: any party to this Action, including all of its officers, directors,
14 employees, consultants, retained experts, and Outside Counsel of Record (and their
15 support staffs).

16 1.12 **Producing Party**: a Party or Non-Party that produces Disclosure or
17 Discovery Material in this Action.

18 1.13 **Professional Vendors**: persons or entities that provide litigation
19 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
20 demonstrations, and organizing, storing, or retrieving data in any form or medium)
21 and their employees and subcontractors.

22 1.14 **Protected Material**: any Disclosure or Discovery Material that is
23 designated as “CONFIDENTIAL.”

24 1.15 **Receiving Party**: a Party that receives Disclosure or Discovery Material
25 from a Producing Party.

26 2. **SCOPE**

27 The protections conferred by this Stipulation and Order cover not only Protected
28 Material (as defined above), but also (1) any information copied or extracted from

1 Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected
2 Material; and (3) any testimony, conversations, or presentations by Parties or their
3 Counsel that might reveal Protected Material.

4 Any use of Protected Material at trial shall be governed by the orders of the trial
5 judge and other applicable authorities. This Order does not govern the use of Protected
6 Material at trial.

7 **3. DURATION**

8 The information that was designated as confidential or maintained pursuant to
9 this protective order presumptively becomes public once it becomes part of the
10 judicial record, either as part of a dispositive filing and/or once a case proceeds to
11 trial, unless compelling reasons supported by specific factual findings to proceed
12 otherwise are made to the trial judge in advance. See *Kamakana*, 447 F.3d at 1180-
13 81 (distinguishing “good cause” showing for sealing documents before trial or
14 dispositive motions from “compelling reasons” standard when merits-related
15 documents are part of court record). Accordingly, the terms of this protective order
16 do not extend beyond the commencement of the trial.

17 Even after final disposition of this litigation, the confidentiality obligations
18 imposed by this Order shall remain in effect until a Designating Party agrees
19 otherwise in writing or a court order otherwise directs. Final disposition shall be
20 deemed to be the later of (1) dismissal of all claims and defenses in this Action, with
21 or without prejudice; and (2) final judgment herein after the completion and
22 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,
23 including the time limits for filing any motions or applications for extension of time
24 pursuant to applicable law.

25 **4. DESIGNATING PROTECTED MATERIAL**

26 **4.1 Exercise of Restraint and Care in Designating Material for**
27 **Protection**. Each Party or Non-Party that designates information or items for
28 protection under this Order must take care to limit any such designation to specific

1 material that qualifies under the appropriate standards. The Designating Party must
2 designate for protection only those parts of material, documents, items, or oral or
3 written communications that qualify so that other portions of the material,
4 documents, items, or communications for which protection is not warranted are not
5 swept unjustifiably within the ambit of this Order.

6 Mass, indiscriminate, or routinized designations are prohibited. Designations
7 that are shown to be clearly unjustified or that have been made for an improper
8 purpose (e.g., to unnecessarily encumber the case development process or to impose
9 unnecessary expenses and burdens on other parties) may expose the Designating
10 Party to sanctions.

11 If it comes to a Designating Party's attention that information or items that it
12 designated for protection do not qualify for protection, that Designating Party must
13 promptly notify all other Parties that it is withdrawing the inapplicable designation.

14 4.2 **Manner and Timing of Designations.** Except as otherwise provided in
15 this Order, or as otherwise stipulated or ordered, Disclosure or Discovery Material
16 that qualifies for protection under this Order must be clearly so designated before the
17 material is disclosed or produced.

18 Designation in conformity with this Order requires:

19 (a) for information in documentary form (e.g., paper or electronic
20 documents, but excluding transcripts of depositions or other pretrial or trial
21 proceedings), that the Producing Party affix at a minimum, the legend
22 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that
23 contains protected material. If only a portion or portions of the material on a page
24 qualifies for protection, the Producing Party also must clearly identify the protected
25 portion(s) (e.g., by making appropriate markings in the margins).

26 A Party or Non-Party that makes original documents available for inspection
27 need not designate them for protection until after the inspecting Party has indicated
28 which documents it would like copied and produced. During the inspection and

1 before the designation, all of the material made available for inspection shall be
2 deemed “CONFIDENTIAL.” After the inspecting Party has identified the documents
3 it wants copied and produced, the Producing Party must determine which documents,
4 or portions thereof, qualify for protection under this Order. Then, before producing
5 the specified documents, the Producing Party must affix the “CONFIDENTIAL
6 legend” to each page that contains Protected Material. If only a portion of the
7 material on a page qualifies for protection, the Producing Party also must clearly
8 identify the protected portion(s) (e.g., by making appropriate markings in the
9 margins).

10 (b) for testimony given in depositions that the Designating Party
11 identifies the Disclosure or Discovery Material on the record, before the close of the
12 deposition all protected testimony.

13 (c) for information produced in some form other than documentary
14 and for any other tangible items, that the Producing Party affix in a prominent place
15 on the exterior of the container or containers in which the information is stored the
16 legend “CONFIDENTIAL.” If only a portion or portions of the information warrants
17 protection, the Producing Party, to the extent practicable, shall identify the protected
18 portion(s).

19 4.3 **Inadvertent Failures to Designate.** If timely corrected, an inadvertent
20 failure to designate qualified information or items does not, standing alone, waive the
21 Designating Party’s right to secure protection under this Order for such material.
22 Upon timely correction of a designation, the Receiving Party must make reasonable
23 efforts to assure that the material is treated in accordance with the provisions of this
24 Order.

25 5. **CHALLENGING CONFIDENTIALITY DESIGNATIONS**

26 5.1 **Timing of Challenges.** Any Party or Non-Party may challenge a
27 designation of confidentiality at any time that is consistent with the Court’s
28 Scheduling Order.

1 5.2 **Meet and Confer.** The Challenging Party shall initiate the dispute
2 resolution process under Local Rule 37.1 et seq.

3 5.3 **Joint Stipulation.** Any challenge submitted to the Court shall be via
4 a joint stipulation pursuant to Local Rule 37-2.

5 5.4 **Burden of Persuasion.** The burden of persuasion in any such challenge
6 proceeding shall be on the Designating Party. Frivolous challenges, and those made
7 for an improper purpose (e.g., to harass or impose unnecessary expenses and burdens
8 on other parties) may expose the Challenging Party to sanctions. Unless the
9 Designating Party has waived or withdrawn the confidentiality designation, all
10 parties shall continue to afford the material in question the level of protection to
11 which it is entitled under the Producing Party's designation until the Court rules on
12 the challenge.

13 6. **ACCESS TO AND USE OF PROTECTED MATERIAL**

14 6.1 **Basic Principles.** A Receiving Party may use Protected Material that is
15 disclosed or produced by another Party or by a Non-Party in connection with this
16 Action only for prosecuting, defending, or attempting to settle this Action. Such
17 Protected Material may be disclosed only to the categories of persons and under the
18 conditions described in this Order. When the Action has been terminated, a
19 Receiving Party must comply with the provisions of section 12 below (FINAL
20 DISPOSITION).

21 Protected Material must be stored and maintained by a Receiving Party at a
22 location and in a secure manner that ensures that access is limited to the persons
23 authorized under this Order.

24 6.2 **Disclosure of "CONFIDENTIAL" Information or Items.** Unless
25 otherwise ordered by the court or permitted in writing by the Designating Party, a
26 Receiving Party may disclose any information or item designated
27 "CONFIDENTIAL" only to:
28

1 (a) The Receiving Party's Outside Counsel of Record in this Action,
2 as well as employees of said Outside Counsel of Record to whom it is reasonably
3 necessary to disclose the information for this Action;

4 (b) The officers, directors, and employees (including House Counsel)
5 of the Receiving Party to whom disclosure is reasonably necessary for this Action;

6 (c) Experts (as defined in this Order) of the Receiving Party to whom
7 disclosure is reasonably necessary for this Action and who have signed the
8 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

9 (d) The court and its personnel;

10 (e) Court reporters and their staff;

11 (f) Professional jury or trial consultants, mock jurors, and
12 Professional Vendors to whom disclosure is reasonably necessary for this Action and
13 who have signed the "Acknowledgment and Agreement to Be Bound" (Exhibit A);

14 (g) The author or recipient of a document containing the information
15 or a custodian or other person who otherwise possessed or knew the information;

16 (h) During their depositions, witnesses, and attorneys for witnesses,
17 in the Action to whom disclosure is reasonably necessary provided: (1) the deposing
18 party requests that the witness sign the form attached as Exhibit ! hereto; and (2) they
19 will not be permitted to keep any confidential information unless they sign the
20 "Acknowledgment and Agreement to Be Bound" (Exhibit A), unless otherwise
21 agreed by the Designating Party or ordered by the court. Pages of transcribed
22 deposition testimony or exhibits to depositions that reveal Protected Material may be
23 separately bound by the court reporter and may not be disclosed to anyone except as
24 permitted under this Stipulated Protective Order; and

25 (i) any mediator or settlement officer, and their supporting
26 personnel, mutually agreed upon by any of the parties engaged in settlement
27 discussions.
28

1 **6.3 Retention of “Acknowledgment and Agreement to Be Bound”.**

2 Counsel making the disclosure to any qualified person described herein shall retain
3 the original executed copy of the Nondisclosure Agreement until sixty (60) days after
4 this litigation has become final, including any appellate review, and monitoring of an
5 injunction. Counsel for the Receiving Party shall maintain all signed Nondisclosure
6 Agreements and shall produce the original signature page upon reasonable written
7 notice from opposing counsel. If an issue arises regarding a purported unauthorized
8 disclosure of Confidential Information, upon noticed motion of contempt filed by the
9 Designating Party, counsel for the Receiving Party may be required to file the signed
10 Nondisclosure Agreements, as well as a list of the disclosed materials, in camera
11 with the Court having jurisdiction of the Stipulation

12 **7. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
13 **PRODUCED IN OTHER LITIGATION**

14 If a Party is served with a subpoena or a court order issued in other litigation
15 that compels disclosure of any information or items designated in this Action as
16 “CONFIDENTIAL,” that Party must:

17 (a) promptly notify in writing the Designating Party. Such
18 notification shall include a copy of the subpoena or court order;

19 (b) promptly notify in writing the party who caused the subpoena or
20 order to issue in the other litigation that some or all of the material covered by the
21 subpoena or order is subject to this Protective Order. Such notification shall include a
22 copy of this Stipulated Protective Order; and

23 (c) cooperate with respect to all reasonable procedures sought to be
24 pursued by the Designating Party whose Protected Material may be affected.

25 If the Designating Party timely seeks a protective order, the Party served with
26 the subpoena or court order shall not produce any information designated in this
27 action as “CONFIDENTIAL” before a determination by the court from which the
28 subpoena or order issued, unless the Party has obtained the Designating Party’s

1 permission. The Designating Party shall bear the burden and expense of seeking
2 protection in that court of its confidential material and nothing in these provisions
3 should be construed as authorizing or encouraging a Receiving Party in this Action to
4 disobey a lawful directive from another court.

5 8. **A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE**
6 **PRODUCED IN THIS LITIGATION**

7 8.1 **Application.** The terms of this Order are applicable to information
8 produced by a Non-Party in this Action and designated as "CONFIDENTIAL." Such
9 information produced by Non-Parties in connection with this litigation is protected
10 by the remedies and relief provided by this Order. Nothing in these provisions should
11 be construed as prohibiting a Non-Party from seeking additional protections.

12 8.2 **Notification.** In the event that a Party is required, by a valid discovery
13 request, to produce a Non-Party's confidential information in its possession, and the
14 Party is subject to an agreement with the Non-Party not to produce the Non-Party's
15 confidential information, then the Party shall:

16 (a) promptly notify in writing the Requesting Party and the Non-
17 Party that some or all of the information requested is subject to a confidentiality
18 agreement with a Non-Party;

19 (b) promptly provide the Non-Party with a copy of the Stipulated
20 Protective Order in this Action, the relevant discovery request(s), and a reasonably
21 specific description of the information requested; and

22 (c) make the information requested available for inspection by the
23 Non-Party, if requested.

24 8.3 **Conditions of Production.** If the Non-Party fails to seek a protective
25 order from this court within fourteen (14) days of receiving the notice and
26 accompanying information, the Receiving Party may produce the Non-Party's
27 confidential information responsive to the discovery request. If the Non-Party timely
28 seeks a protective order, the Receiving Party shall not produce any information in its

possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

9. **UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A.

10. **INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL**

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the parties may incorporate their agreement in the stipulated protective order submitted to the court.

11. **MISCELLANEOUS**

11.1 **Right to Further Relief.** Nothing in this Order abridges the right of any person to seek its modification by the Court in the future.

1 **11.2 Right to Assert Other Objections.** By stipulating to the entry of this
2 Protective Order no Party waives any right it otherwise would have to object to
3 disclosing or producing any information or item on any ground not addressed in this
4 Stipulated Protective Order. Similarly, no Party waives any right to object on any
5 ground to use in evidence of any of the material covered by this Protective Order.

6 **11.3 Filing Protected Material.** A Party that seeks to file under seal any
7 Protected Material must comply with Local Civil Rule 79-5. Protected Material may
8 only be filed under seal pursuant to a court order authorizing the sealing of the
9 specific Protected Material at issue. If a Party's request to file Protected Material
10 under seal is denied by the court, then the Receiving Party may file the information
11 in the public record unless otherwise instructed by the court.

12 **12. FINAL DISPOSITION**

13 After the final disposition of this Action, within 60 days of a written request
14 by the Designating Party, each Receiving Party must return all Protected Material to
15 the Producing Party or destroy such material. As used in this subdivision, "all
16 Protected Material" includes all copies, abstracts, compilations, summaries, and any
17 other format reproducing or capturing any of the Protected Material. Whether the
18 Protected Material is returned or destroyed, the Receiving Party must submit a
19 written certification to the Producing Party (and, if not the same person or entity, to
20 the Designating Party) by the 60 day deadline that (1) identifies (by category, where
21 appropriate) all the Protected Material that was returned or destroyed and (2) affirms
22 that the Receiving Party has not retained any copies, abstracts, compilations,
23 summaries or any other format reproducing or capturing any of the Protected
24 Material. Notwithstanding this provision, Counsel are entitled to retain an archival
25 copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal
26 memoranda, correspondence, deposition and trial exhibits, expert reports, attorney
27 work product, and consultant and expert work product, even if such materials contain
28 Protected Material. Any such archival copies that contain or constitute Protected

1 Material remain subject to this Protective Order as set forth in Section 3
2 (DURATION).

3 **13. VIOLATION**

4 Any violation of this Order may be punished by any and all appropriate
5 measures including, without limitation, contempt proceedings and/or monetary
6 sanctions.

7
8 **FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.**

9
10 DATED: June 12, 2025


11 JOHN D. EARLY
12 United States Magistrate Judge
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare under penalty of perjury
that I have read in its entirety and understand the Stipulated Protective Order that
was issued by the United States District Court for the Central District of California
on June 12, 2025, in the case of *Rachael Roberts and Michael Fuson v. City of
Newport Beach, et al.*, Case No. 8:24-cv-00149-FWS-JDEx. I agree to comply with
and to be bound by all the terms of this Stipulated Protective Order and I understand
and acknowledge that failure to so comply could expose me to sanctions and
punishment in the nature of contempt. I solemnly promise that I will not disclose in
any manner any information or item that is subject to this Stipulated Protective Order
to any person or entity except in strict compliance with the provisions of this Order.
I further agree to submit to the jurisdiction of the United States District Court for the
Central District of California for the purpose of enforcing the terms of this Stipulated
Protective Order, even if such enforcement proceedings occur after termination of
this action. I hereby appoint _____ [print or type full
name] of _____ [print or type full address and
telephone number] as my California agent for service of process in connection with
this action or any proceedings related to enforcement of this Stipulated Protective
Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____